

COLLECTIVE AGREEMENT

2002-2003

2003-2004

B E T W E E N:

Huron - Superior Catholic District School Board

(hereinafter called the "Board")

- AND -

**The Ontario English Catholic
Teachers' Association**

[hereinafter called the Branch Affiliate]

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Item 1.00 DEFINITIONS

- (i) "Teacher" shall mean any employee of the Board who is
 - (a) a teacher as defined by section 1(1) of the *Education Act*; and
 - (b) who is employed as a teacher as defined by section 1(1) of the *Education Act*, in the secondary or elementary panel of the Board and excluding occasional teachers as defined by section 1(1.1) of the *Education Act*; and
 - (c) who is a teacher as defined by Part X.1 of the *Education Act*.
- (ii) Continuing Education Teacher means a Teacher who is a continuing education teacher as defined by the *Education Act*.
- (iii) Temporary Teacher means a person employed to teach under the authority of a letter of permission.
- (iv) Part-time Teacher means a Teacher who is employed during a school year on a regular basis for other than full time duty.
 - (a) A "half-time" Teacher is deemed to work a minimum of four (4) hours per day for E.I. purposes.
- (v) A Teacher shall be a Probationary Teacher for a period of
 - (a) two years where the Teacher has less than three years experience as a Teacher under the *Education Act*, excluding occasional or continuing education teaching; or
 - (b) one year where the Teacher has three or more years experience as a Teacher under the *Education Act*, excluding occasional or continuing education teaching.
 - (c) all Teachers, including probationary Teachers, shall have access to the just cause provisions of Item 17.
 - (d) for the purposes of this clause only, long term occasional teaching experience may be considered teaching experience to a maximum of one (1) year of experience
- (vi) The Board means the Huron - Superior Catholic District School Board.
- (vii) Director means the Director of Education as defined by the *Education Act*.
- (viii) Association means the Ontario English Catholic Teachers' Association.
- (ix) Negotiating Committee of the Teachers means the negotiating committee of the Association.
- (x) Trustees' Association means the Ontario Catholic School Trustees' Association.
- (xi) Reference in this Agreement to the *Education Act*, the *Labour Relations Act* and the

Employment Standards Act shall in all instances be deemed to include "and amendments thereto".

(xii) Parties to this Agreement means the Association and the Board.

Item 2.00 RECOGNITION

2.01 The Board recognizes the Association as the sole and exclusive bargaining agent authorized to represent all Teachers employed by the Huron - Superior Catholic District School Board.

2.02 (a) The Board recognizes the Negotiating Committee of the Association as the committee empowered to negotiate a collective agreement on behalf of all Teachers employed by the Board and the Association undertakes that the Negotiating Committee of the Association is so authorized.

(b) The Association recognizes the Negotiating Committee of the Board as the committee empowered to negotiate a collective agreement on behalf of the Board and the Board undertakes that the Negotiating Committee of the Board is so authorized.

2.03 There shall be no strike or lock-out during the term of this agreement.

Item 3.00 DEFINITION OF CATEGORIES

3.01 (a) Q.E.C.O. Qualifications -
Level D Category 1
Level C Category 2
Level B Category 3
Level A1 Category 4
Level A2 Category 5
Level A3 Category 6
Level A4 Category 7

(b) Teachers who are presently at Category D, C or B in accordance with the Q.E.C.O. Teachers' Qualifications Evaluation Program 3 shall be deemed to be at Category A achieved through the completion of Pay Equity on January 1, 1992. Category A will become part of the Teachers' Salary Grid and Categories D, C and B will remain categories but will be removed from the Teachers' Salary Grid. However, to advance to A1, A2, A3 and A4, Q.E.C.O. qualifications must be submitted, with the exception of those clauses contained in Item 3.03(a) and (b).

3.02 (a) Placement of Teachers as of September 1, 2002, shall be determined in accordance with the Q.E.C.O. Teachers' Qualifications Evaluation Program 5 (hereinafter called Program 5).

(b) Effective September 1, 2002 Teachers presenting a Q.E.C.O. placement statement shall at the same time present to the Board a copy of all documentation sent to Q.E.C.O. to obtain the placement statement. Once the statement and the documentation are presented the necessary changes to a Teacher's placement on the grid will be made.

- 3.03 (a) The successful completion of each Catechetical Summer Course sponsored by the O.E.C.T.A. and the O.C.S.T.A. shall be considered as one point for advancement from one category to another.
- 3.04 Nothing in the terms of this agreement shall permit the Board to reduce the category placement of any Teacher covered by this agreement. However, the Board may request a Teacher to have Q.E.C.O. re-evaluate the Teacher's qualifications when the Board has reasonable doubt as to the validity of the present evaluation. If the re-evaluation causes the Teacher to be given a different category placement, the new category placement shall be implemented retroactive to the commencement date of the current collective agreement.

Item 4.00 EXPERIENCE

- 4.01 (a) When Teachers are hired, they shall be credited only with qualified experience, whether they taught in Ontario, or elsewhere.
- (b) It shall be the responsibility of the Teachers to furnish, to the Board, signed statements from previous employers of all teaching experience outside the Board.
- (c) Existing experience that had been recognized by the Board on or before June 30, 1998 shall be recognized as a Teacher's experience up to that date.
- 4.02 Experience shall be credited as of September 1st annually. No change in salary for experience shall be paid before the following September 1st.
- (a) No Teacher shall be credited with one year of experience until eight months of teaching have been completed.
- (b) (i) Credit shall be given to teachers for partial experience based on the following:
- (ii) A teacher with five, six or seven months' experience shall receive five-tenths, six-tenths, or seven-tenths of an increment respectively.
- 4.03 The salary paid to a teacher shall be based on courses passed and qualifications thereby obtained.
- (i) Where the courses required for improved qualifications are completed after January 1st and before September 1st and evidence of such improved qualifications is presented to the Board office by the following December 31st, the increased salary shall become effective September 1st. Payments made for such category changes received after September 1st shall be paid retroactive to that date.
- (ii) Where the courses required for improved qualifications are completed after August 31st and before December 31st, the increased salary rate shall become effective January 1st, once evidence of such improved qualifications is presented. Evidence must be presented by April 30th.
- (iii) It is the responsibility of the Teacher to notify the Board in writing with documented evidence to obtain category change. This should be done immediately upon receipt of such evidence.

4.04 **Dues Check-off**

- (a) The Board shall deduct from each Teacher's pay on a semi-monthly basis from September to June, the regular dues of the Ontario English Catholic Teachers' Association. The Association shall advise the Board in writing of the amount of the dues authorized by the Association membership in keeping with the Constitution and By-laws of the Association. The Board shall remit the total amounts so deducted through appropriate channels to the Ontario English Catholic Teachers' Association.
- (b)
 - (i) The Board shall pay the cost of the Criminal Records Check for all teachers hired prior to 1999 as required by the Act/Regulations.
 - (ii) The Board shall ensure that all documents relating to the Criminal Records Check are kept confidential and accessible only to senior administration and the individual Teacher who is the subject of the Criminal Records Check.

4.05 **Levy**

The Board shall deduct from each teacher a local levy as directed by the local Association. This levy shall be paid to the local Association unit.

Item 5.00 ALLOWANCES

5.01 **Co-ordinators**

The annual allowance for Co-ordinators for the period September 1, 2002 to August 31, 2003 is \$5,791.00 . The annual allowance for Co-ordinators for the period September 1, 2003 to August 31, 2004 is \$5,982.00.

5.02 **Consultants**

The annual allowance for Consultants for the period September 1, 2002 to August 31, 2003 is \$2,895.00. The annual allowance for consultants for the period September 1, 2003 to August 31, 2004, is \$2,991.00.

5.03 **Secondary: Lead Teachers**

Lead Teachers shall be paid an allowance subject to the reasonable apportionment of available funds.

5.04 **Related Experience**

Approved related experience for technical Teachers teaching in a secondary school will be recognized at the rate of \$500 for each full year of such experience to a maximum of \$4,500. Related experience shall be interpreted as experience which applies directly to the subject to be taught by the Teacher. The Teacher claiming related experience shall be required to furnish proof to the satisfaction of the Board. Related experience allowance shall not pierce the maximum grid salary for the applicable QECO category. Any individual who would be negatively affected by this clause shall have their salary red-circled.

5.05 **Transportation Allowance**

- (a) All Teachers who are required to travel from school to school or Board Office to school and back as part of their regular duties shall be paid a travel allowance.
- (b) A travel report shall be filed monthly with the Business Department of the Board.
- (c) These members shall be paid per kilometre at the rate established by Board policy.

Item 6.00 INSURANCE PLANS

6.01 The Board is not the insurer of benefits. All insured benefits shall be as described in the insurance company's brochures which shall be distributed to all Teachers. All benefits shall be subject to the rules, regulations, descriptions, and limitations as set out in the master contracts held by the Board, copies of which shall be provided to the branch affiliate upon the signing of the current collective agreement. In any dispute, such master contracts shall prove binding on all parties.

6.02 (a) The Board shall provide the Teacher with a Life Insurance benefit equal to two times the Teacher's gross basic annual earnings.

The benefits shall be rounded to the next higher \$1,000.00. The maximum basic Group Life Insurance benefit which shall be provided to any one Teacher shall not exceed \$100,000.00. The Board shall contribute 100% of the premium cost.

(b) An Accidental Death and Dismemberment benefit in the same amount as described in 6.02 (a) shall be provided for Teachers. Such benefit shall be subject to the same underwriting rules and regulations as stipulated in 6.01.

(c) The Teacher shall also be allowed to purchase at his/her own expense a Voluntary Group Life Insurance benefit and an Accidental Death and Dismemberment benefit equal to one times the Teacher's basic annual earnings.

The benefit shall also be rounded to the next higher \$1,000.00 and shall be limited to a maximum benefit of \$75,000.00 for any one Teacher.

6.03 Teachers shall be provided with an extended health benefit plan and the Board shall contribute 100% of the premium cost.

The Extended Health Care plan shall include the following benefits:

- (i) The difference between ward and private hospital room coverage.
- (ii) Prescription drug benefit subject to a \$1.00 deductible per prescription.
- (iii) Optical expense benefits for the insured Teacher and the insured Teacher's dependents subject to a two-hundred (\$200.00) maximum benefit every two years.

Hearing aid benefit subject to a five hundred (\$500.00) maximum benefit every five (5)

- years.
- (iv) A major medical benefit.
 - (v) The hospital benefit, optical, and hearing aid benefit, and the major medical benefit are not subject to any deductibles.
- 6.04 The Board shall pay, on behalf of the Teacher, 100% of the premium costs for a dental plan which reimburses payments for eligible dental services. Dental check-ups will be available every six months. Payments shall be in accordance with the Ontario Dental Association's published schedule of fees for the previous year as such may be amended by the insurer throughout the life of this agreement. The master policy may not be amended without the consent of the Association.
- 6.05 The Board shall provide for orthodontic care for the Teacher and the Teacher's eligible dependents under the aforesaid policy. Such orthodontic care shall entitle the teacher to a 60% reimbursement of total costs incurred by a Teacher and eligible dependents as defined by the insurer to a maximum of two thousand (\$2,000.00) dollars per person for the lifetime of each eligible Teacher or his or her dependent. Reimbursement to the Teacher hereunder shall be in accordance with the Ontario Dental Association's published schedule of fees for the previous year or such schedule as accepted by the insurer from time to time throughout the life of this agreement.
- 6.06 (a) Teachers covered by this agreement shall be provided with a Long-Term Disability Benefit Plan providing 75% of monthly earnings after thirteen weeks of disability. The Board shall pay 100% of the required premiums. Teachers' Pension Plan deductions shall continue to be made from disability payments. Where a Teacher may be absent for thirteen weeks for the same continuing disability, the Teacher shall apply for LTD benefits. No illness or injury arising out of and in the course of employment, as defined in the *Workplace Safety and Insurance Act*, and which is, or was at one time, covered by WSIB benefits, shall be the subject of an LTD application.
- Teachers who may be absent from duties for a period in excess of thirteen weeks are expected to take responsibility for the completion of forms related to the application to receive LTD benefits.
- (b) Teachers suffering from illness or disability for a long duration and whose accumulated sick leave has expired shall be paid 75% of their weekly earnings to the maximum payable under Employment Insurance per week until they become eligible for LTD benefits under this clause, or until the end of the 15th week of illness.
- 6.07 The Board has the authority to tender and to select the carriers with the understanding that the coverage shall not be less than those outlined above.
- 6.08 Notwithstanding any other provisions of this collective agreement, the Board shall not be required to pay any contribution toward premiums as provided by this Article on behalf of a Teacher who is absent from work due to illness or disability after he or she has been receiving LTD benefits for twenty-four(24) months.

Notwithstanding the above, the LTD plan will include as a benefit that the premium for life insurance be waived.

A Teacher for whom the Board is no longer required to contribute toward the premium for benefits as specified above, may continue to participate in said benefits, up to age sixty-five (65), subject to the terms and conditions of the respective carriers of such plans, including continuing eligibility, and provided the Teacher pays to the Board the full cost of the premium or premiums by the 1st day of each month, by way of direct/authorized debit. The surviving spouse and/or dependent of a deceased teacher, including a retired teacher, shall be entitled to continue coverage, as the case may be, in the Board's group insurance plans for a period not exceeding the date at which the teacher would have been 65 years of age.

- 6.09 (a) The Board shall provide full payment of premiums for benefits for part-time Teachers who are working a minimum of a "half-time" position or more when the request is made by the Board.
- (b) The teacher shall pay the premiums for benefits, on a pro-rated basis, when the request for less than full-time status is made by the Teacher.
- (c) The Board may pay full payment of premiums for benefits for part-time Teachers, when the request for less than full-time status is made by the Teacher due to exceptional circumstances.
- (d) The Board shall continue to provide full payment of premiums for benefits for any part-time Teachers who are presently working a minimum of a "half-time" position or more and whose full benefits are presently paid by the Board.
- 6.10 It is understood that the above medical, dental and drug benefits shall be in accordance with the master policy and shall not be less than presently provided and outlined above.

Item 7.00 GRIEVANCES/ARBITRATION

7.00 It is the mutual desire of the Association and the Board that grievances shall be addressed as quickly as possible.

7.01 Definitions - Teacher Grievance

A Teacher Grievance under this Agreement shall be defined as any difference or dispute between the Board or its officials and any Teacher of the Association, which relates to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable.

7.02 Definitions - Unit Executive Grievance

A Unit Executive Grievance is defined as a difference or dispute of the Agreement which concerns a number or all of the teachers of the bargaining unit, relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is

arbitrable.

7.03 **Definitions - Direct Grievances and Group Grievances**

Any grievances arising directly between the Board and the Association, or any grievance involving more than one teacher, instead of following the procedure herein set out, may be submitted in writing by registered mail or personal delivery within twenty (20) working days after either party becomes aware of the circumstances giving rise to complaint.

The grievance committee shall agree to meet without delay in an attempt to settle the grievance. If this committee is unable to settle such grievance within ten (10) working days after its submission, then the group to whom the grievance was delivered shall reply in writing within five (5) working days.

7.04 **Procedure**

The following procedure shall be adhered to in processing a grievance or grievances:

Step One

- (a) The Teacher or grievance committee shall take the matter up with the Director of Education or designate, by submitting a concise written statement of the complaint(s) and redress(es) sought, including the article numbers in question, within twenty (20) working days of the occurrence giving rise to the grievance, and shall request that a meeting be convened with the Director of Education or designate.

Step Two

- (b)
 - (i) The Director of Education or designate shall arrange and meet within five (5) working days of receipt of the letter of grievance. He/she shall give his/her decisions or answers to the grievance within five (5) working days after the meeting. His/her answer shall be in writing and a copy shall be sent to the Unit President(s).
 - (ii) A Teacher may, if he or she wishes, be accompanied to the meeting with the Director of Education or designate, by a member of the Association.

Step Three

- (c) If the grievance is not satisfactorily resolved at Step Two, the Association may, on behalf of the aggrieved Teacher, within five (5) working days after the reply at Step Two has been or should have been delivered, require a meeting of the Grievance Committee by delivering the grievance in writing to the Director of Education or designate, by registered mail or personal delivery.

Step Four

- (d)
 - (i) The "Grievance Committee" shall consist of two members of the Association appointed by the Association and two representatives appointed by the Board.
 - (ii) The Grievance Committee shall convene within five (5) working days after

receipt of the grievance by the Director of Education or designate, by prepaid, registered, or certified post, and the Committee shall seek to resolve the grievance within fifteen (15) working days of the first "step-four" meeting.

- (iii) The aggrieved Teacher, or a designate, and a representative of the Board may make representations regarding the grievance.
- (iv) Grievance Mediation Option

If the grievance committee is unable to resolve the grievance, the grievance mediation option may be pursued with mutual agreement of the Board and the Association.

- (e) If the Grievance Committee is unable to resolve the grievance, the Director of Education or designate, shall within five (5) working days after the said meeting, deliver to the appointees of the Association the written reply of the Board to the grievance.

7.05 **Arbitration of Disputes**

- (a) If any grievance has not been satisfactorily settled pursuant to the foregoing provisions, either party may within five (5) working days, serve notice, in writing, submitting to arbitration according to the following provisions:
 - (i) The notice submitting to arbitration shall contain the name of the appointee to the Arbitration Board of the party making the submission. The recipient of the notice shall within ten (10) working days of receipt of the submission(s), inform the other party in writing of the name of its appointee to the Arbitration Board.
 - (ii) After the second party has appointed its nominee, the two nominees to the Arbitration Board shall, within ten (10) working days appoint a third person who shall serve as the chairperson of this Arbitration Board.
 - (iii) If the recipient of the notice fails to select an appointee, or if the two appointees fail to agree upon a chairperson within the time limit, then the appointment shall be made by the Minister of Labour upon request of either party. No person may be appointed to the Arbitration Board who has participated directly in an attempt to settle the grievance.
 - (iv) The Arbitration Board established as above, shall decide the grievance submitted to it, and any related question(s), including whether the matter is arbitrable, but this Board shall have no power to alter, modify, or amend this agreement nor make any decision inconsistent therewith.
 - (v) The Arbitration Board shall hear and decide the grievance, and shall issue its decision in writing and the decision shall be final and binding upon the parties and any teacher affected by it. The decision of a majority of the Arbitration Board is the decision of the Arbitration Board, but if there is no majority, the

- decision of the chairperson governs.
- (vi) Each party shall pay the cost of its own appointee to the Arbitration Board, and the parties shall equally share the cost of the chairperson.
 - (vii) The decision of the Arbitration Board shall be submitted, in writing, by registered mail, or personal delivery, to the two parties.
- (b) As an alternative to 7.05 above, both parties may, upon mutual agreement, choose a single arbitrator to settle the grievance.
- (i) The notice submitting to a single arbitrator shall contain the names of the three suggested appointees of the party making the submission. The recipient either agrees to one of the nominees or suggests three other appointees.
 - (ii) If the parties fail to select an appointee, then the appointment shall be made by the Minister of Labour on request of either party. No person may be appointed who has participated directly in an attempt to settle the grievance.
 - (iii) The Arbitrator established as above, shall decide the grievance, and any related question(s), including whether the matter is arbitrable, but this Arbitrator shall have no power to alter, modify, or amend this agreement nor make any decision inconsistent therewith.
 - (iv) The Arbitrator shall hear and decide the grievance, and shall issue a decision in writing and the decision shall be final and binding upon the parties and any teacher affected by it.
 - (v) The parties shall equally share the cost of the Arbitrator.
 - (vi) The decision of the Arbitrator shall be submitted, in writing, by registered mail or personal delivery, to the two parties.
- 7.06 The term working days when used in this Article, shall mean Monday to Friday inclusive throughout the year, but excluding school holidays as defined by the Ministry of Education under the *Education Act* with the exception of July and August.
- 7.07 Any time limits fixed by this Article may, at any time, be extended by mutual agreement of the representatives of the parties involved.
- 7.08 Expedited Arbitration(O.L.R.A.)
- (a) Notwithstanding the procedure above, either party may request access to expedited arbitration under Section 49 of the *Ontario Labour Relations Act*.
 - (b) A written request may be made after the grievance procedure under the agreement has been exhausted or after thirty (30) days have elapsed from the time at which the grievance was first brought to the attention of the other party, whichever occurs first.

- (c) Despite article 7.08(b) above, where the grievance is due to discharge or other termination of employment a request may be made in writing after the grievance procedure has been exhausted or after fourteen (14) days have elapsed from the time which the grievance was first brought to the attention of the other party, whichever occurs first.
- (d) No such request in 7.08(b) or (c) above shall be made beyond the time stipulated for referring the grievance to Arbitration.

7.09 **Mediation-Arbitration(O.L.R.A.)**

Notwithstanding the above, as outlined in Section 50 of the *Ontario Labour Relations Act*, the parties may agree to refer one or more grievances to mediation- arbitration for the purpose of resolving the grievance in an expeditious and informal manner.

7.10 **Adherence to Timelines**

Failure by the Board to abide by the above timelines in a grievance that it has brought against OECTA or failure by OECTA to abide by the above timelines in a grievance that it has brought against the Board, shall render the grievance abandoned.

Item 8.00 LEAVES

8.01 **Attendance at Examinations and Graduation Exercises**

Upon notifying the Director of Education, Teachers may be excused from attendance at school without deduction from salary for the purpose of writing examinations, for the improvement of professional qualifications when such examinations are scheduled on a regular school day and to attend their own university graduating exercises.

8.02 **Bereavement Leave**

- (a)
 - (i) A Teacher shall be entitled to a leave of absence, without loss of pay or deduction from cumulative sick leave, to a maximum of five (5) working days for the purpose of attending a funeral of a member of his/her immediate family if the deceased member lived one hundred and sixty (160) kilometres or more from the Teachers' residence.
 - (ii) A Teacher shall be entitled to a leave of absence without loss of pay or deduction from cumulative sick leave to a maximum of five (5) consecutive calendar days, including Saturday, Sunday and any day designated as a holiday, for the purpose of attending a funeral of a member of his/her immediate family, if the deceased member lived within one hundred and sixty (160) kilometres of the Teachers' residence.
 - (iii) A Teacher shall be entitled to a leave of absence, without loss of pay or

deduction from cumulative sick leave, to a maximum of five (5) working days for the purpose of attending a funeral of a member of his/her immediate family if the deceased member lived within one hundred and sixty (160) kilometres of the Teachers' residence, when the Teacher is responsible for funeral arrangements.

- (iv) A Teacher shall be entitled to a leave of absence, without loss of pay or deduction from cumulative sick leave, for one (1) day for the purpose of attending the funeral of a relative. If the funeral falls on a Saturday, Sunday or a holiday when there is no school, the Teacher shall not be entitled to a one (1) day leave of absence.
- (v) In such instances mentioned above, notice of such absence shall be made to the Director or designate either personally or through the Principal(s).
- (b) Immediate family is defined as parents, legal guardians, parents-in-law, husband, wife, children, sons-in-law, daughters-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents and grandchildren.
- (c) Relatives include aunts and uncles, nieces and nephews consanguine or by marriage.
- (d) On the day of the funeral of a student, staff member, or staff spouse, the Director, in consultation with the Principal, shall endeavour to make arrangements for some of the staff members of the school involved to attend the funeral services, subject to the needs of the school.
- (e) Any Teacher serving as a pallbearer shall be granted a leave of absence for one-half ($\frac{1}{2}$) day without loss of pay at no additional cost to the Board and without loss of cumulative sick leave. The Teacher who is granted this leave must reimburse the Board for the cost of the supply teacher engaged during the leave.

8.03 **Personal Leave**

Teachers teaching in the city of Sault Ste. Marie, may be granted a leave of absence for personal leave up to a total of three (3) days per year, under special circumstances, at the discretion of their immediate supervisor, with loss of pay.

Teachers working outside the city of Sault Ste. Marie may be granted a leave of absence for personal leave up to a maximum of 2 days per year, at the discretion of the Teacher's immediate supervisor, without loss of pay. These days may be taken consecutively or individually, but in all cases, consideration by the supervisor will include reference to the staffing needs, and availability of replacement Teachers, of that Teacher's school.

8.04 **Compassionate Leave**

A Teacher may be granted a leave of absence for compassionate leave to a maximum of two (2) days per occasion at the discretion of the Director or designate without loss of pay or deduction from cumulative sick leave. In addition, up to an additional 2 days may be granted, at

the Director or designate's discretion, where extensive travel time is required on the part of the Teacher.

If the Director or designate is not available, the Teacher shall notify his/her immediate supervisor of the reasons for his/her absence. Where the Teacher's immediate supervisor is not available, the Teacher, in these circumstances, must make all reasonable efforts to inform another Teacher or school official of his or her pending absence. Upon return the employee shall notify the Director or designate of the reasons for the absence and the Director or designate shall determine if compassionate leave is to be granted.

8.05 **Cumulative Sick Leave Plan**

- (a) The Board shall be responsible for maintaining records listing Sick Leave credits, the accumulated credits, and any deductions which have been made.
- (b) An annual statement shall be given to each Teacher which shall indicate the number of accumulated days for which he/she is credited.
- (c) If any dispute should occur concerning the credits of any Teacher, it shall be subject to the Grievance Procedure.
- (d)
 - (i) The sick leave credits shall be a maximum of twenty (20) days annually. Each employee shall be credited with twenty (20) sick leave days each year. Sick leave commences on the first teaching day in September, and ends on August 31st in each calendar year.
 - (ii) A Teacher who is receiving L.T.D. benefits at the commencement of a school year will not be credited with sick leave credits during that year. However, in the event the Teacher returns during the school year for which he or she was absent and receiving L.T.D. at the beginning of the school year, he or she will be credited with twenty (20) sick days if he/she returns to work prior to February 1 and ten (10) sick days if he/she returns to work after February 1.
- (e) One-hundred per cent (100%) of the unused sick leave credits for the current year shall be placed to the credit of each Teacher, for each year, as accumulated sick leave allowance to a maximum of two hundred and forty (240) days.
- (f)
 - (i) When a Teacher of a Board which has established a sick leave credit plan under the *Municipal Act*, or similar legislation, becomes a Teacher of this Board, he/she shall be entitled to have placed to his/her credit the sick leave credits which he/she had accumulated in the plan of the Board by which he/she was previously employed, to the maximum of the plan of the Huron - Superior Catholic District School Board.
 - (ii) However, under normal circumstances, to receive credit for accumulated sick leave under this section, a Teacher must submit a statement of his/her previously accumulated sick leave not later than two months after he/she has commenced his/her

duties with the Board.

- (g) No transfer into the sick leave credit plan of this Board shall be given for any portion of accumulated sick leave for which the Teacher received service gratuity, or any other allowance, from his/her previous employer.
- (h) Any Teacher covered by this agreement who is absent from duty on account of sickness, may be required to have his or her illness certified by a physician, or dentist.
- (i) Deductions shall be made from a Teacher's sick leave credits for the number of days of absence because of illness. No salary payment shall be made to the employee for absence beyond the number of days to his/her credit in the sick leave plan.
- (j) All deductions shall be made from the current year's sick leave credits until such credits are exhausted. After this time, deductions shall be made from the accumulated credits.

8.06 Part-time Teachers will be entitled to sick leave credits and accumulation pro-rated to the extent of their teaching duties. As an example, a half-time (.5) Teacher would receive ten (10) sick leave day credits at the beginning of the year that would be deducted at one half (.5) days per absence. That Teacher would thus accumulate seven (7) days to be carried forward were they to use six (6) "sick days" over the year. A Teacher teaching .25 time would receive five (5) sick day credits at the beginning of the year and would carry forward three and a half (3.5) sick days if they were to use six (6) "sick days" over the year.

8.07 **Leave of Absence**

- (a) With a written request, a leave of absence to any Teacher may be granted at the discretion of the Board, having regard for the number of Teachers who may be required at the termination of the Leave of Absence.
- (b) Any Leave of Absence granted shall not be for a longer duration than one teaching year.
- (c) If a Teacher is granted a Leave of Absence, he/she may maintain benefit coverage by paying the required premiums himself/herself subject to the Board notifying the insurer and the eligibility for coverage as determined by the carrier.
- (d) Subject to the pupil and programming needs of the school(s) in question and the system as a whole, where a Teacher returns from a leave of absence, reasonable efforts will be made to allow the Teacher to return to a comparable position in the same community where he or she taught previously. In making these efforts, the Board will consider the transfer and redundancy clauses in Articles 12 and 15.

For the purpose of this clause, the following areas constitute a "community" : Massey and Espanola together; Elliot Lake; Blind River; the former Board of Sault Ste. Marie; the former Board jurisdiction of Chapleau; the former Board jurisdiction of Michipicoten.

- (e) Where a Teacher has been off for an extended leave due to medical reasons and has

been medically certified to return to work, reasonable efforts will be made to allow the Teacher to return to a comparable position in the same community, as defined in (d) above, where he or she taught previously.

8.08 Paternity Leave

A Teacher shall be granted a leave of absence without deduction of salary to a maximum of two (2) days upon the birth/adoption of a child or children. This leave shall be taken:

- the day previous to the birth or adoption.
- or the day of the birth or adoption.
- or within five (5) working days of the birth or adoption.
- or within five (5) working days of the child's release from hospital following birth or adoption.

8.09 Pregnancy/ Parental and Adoptive Leave

- (a) (i) Teachers shall have access to Pregnancy/Parental Leave according to the *Employment Standards Act*.
- (ii) In special circumstances, at the discretion of the Director or designate, pregnancy or parental leave may be extended by an additional year.
- (iii) Where possible, at the completion of the statutory Pregnancy/Parental Leave, a Teacher shall return to a comparable position in the same community in which the Teacher taught prior to the leave.

For the purposes of this clause, the following areas constitute a "community:" Massey and Espanola together; Elliot Lake; Blind River; the city of Sault Ste. Marie; the former Board jurisdiction of Chapleau; the former Board jurisdiction of Michipicoten.

- (b) A Teacher on pregnancy or parental leave shall be entitled to the accumulation of credit for Teaching experience for the duration of their statutory leave.
- (c) The Board shall continue to pay the premiums for benefits for the maximum allowed under the *Employment Standards Act* for Pregnancy Leave and Parental Leave. Teachers on parental leave shall also have the option of reimbursing the Board for the cost of maintaining his or her benefits beyond the leave granted in this clause for a period of up to one year where an additional leave has been granted under Article 8.09 (a)(ii).
- (d) Supplementary Employment Benefit Plan

The Board shall provide for Teachers on pregnancy leave a Supplementary Employment Benefit plan subject to approval by Human Resources Development Canada and subject to regulations established by the Commission. For each week of the two-week mandatory waiting period, the plan will pay a sum equal to the Employment Insurance (EI) benefit that would be payable to the member each week. To be granted a SEB benefit members must make written application to the Board prior to the expiry of the period of EI benefit providing documentation from Human

Resources Development Canada outlining the commencement date of the waiting period and the amount of EI benefit payable.

(e) **Adoption Leave**

Upon request, arrangements shall be made for a Teacher to be granted adoption leave to a maximum of thirty-five (35) weeks, without pay, upon the adoption of a child or children. This leave shall be extended for a period of up to one year at the request of the Teacher.

8.10 **Sabbatical Leave**

(a) **Purpose**

(i) This program is established for the purpose of recognizing Teachers who are giving significant professional service to the Board, and of offering them an opportunity for enrichment which, in turn, will benefit our school system.

(ii) Sabbatical leave may be granted for the following purposes:

- Educational Improvement or Development.
- Educational Study or Research.
- Enrichment or Leadership Training.

(b) **Number and Duration**

(i) Each school year one Sabbatical Leave may be granted to a Teacher who qualifies. The duration of such leave shall not exceed one school year.

(ii) More than one Teacher may receive a Sabbatical Leave in a given year provided that the total duration of the leave does not exceed one year.

(c) **Qualifications**

(i) To qualify for Sabbatical Leave, a Teacher must have taught for seven (7) years and have been employed at least five (5) years by the Huron-Superior Catholic District School Board or one of its four predecessor Boards.

(ii) Teachers who may qualify for Sabbatical Leave shall be defined as persons employed full-time by the Board as a classroom Teacher, Consultant, Co-ordinator, specialized Teacher.

(d) **Granting of Sabbatical Leave**

(i) Sabbatical Leave may be granted by the Board to persons referred to in 8.10(c)(i) on application to the Board through the Director of Education.

(ii) Those Teachers who are applying for a Sabbatical leave shall include detailed information regarding their curriculum vitae and their plans for the Sabbatical

Year.

- (iii) Applications shall be submitted to the Director of Education by November 1st prior to the school year of which Sabbatical Leave is requested.
- (iv) The Committee shall meet and make a recommendation of selection to the Board through the Director of Education prior to December 1st.
- (v) The final approval shall be the decision of the Board.

(e) **Composition of Sabbatical Leave Committee**

The Sabbatical Leave Committee shall consist of three (3) representatives appointed by the Branch Affiliates, the Chairperson or Vice-Chairperson of the Board and two (2) trustees. The Director of Education shall act as Chairperson and Secretary of this Committee.

(f) **Selection of Teacher for Sabbatical Leave**

- (i) Careful study of the applications shall be given by the Committee.
- (ii) In the final selection of the person who may be recommended for Sabbatical Leave, the Committee should give considerable weight to the nature of the proposed Sabbatical Leave projects, and of the system's need for this contribution.

(g) **Reporting Sabbatical Leaves**

A Teacher, on his/her return from Sabbatical Leave, shall submit a written report to the Board on the educational benefits of his/her leave.

(h) **Payment**

- (i) A Teacher on Sabbatical Leave shall receive 50% of his/her grid salary. He/she shall be granted the option to augment 50% of his/her salary by using sick leave credit to raise his/her total remuneration to a maximum of 100% of his/her basic grid salary.
- (ii) Superannuation deductions shall be continued as provided by the Teachers' Pension Plan Board. Deductions shall be made on the actual salary drawn including sick leave credit.
- (iii) A Teacher who is granted a Sabbatical Leave shall be eligible upon return to duty,
 - a) to assume the same position (i.e. consultant to consultant etc.) at the

current rate in accordance with Items 5 & 20, or

- b) to apply for a vertical promotion.
- (iv) Cumulative Sick Leave credits will not be granted for the period of Sabbatical Leave.
- (v) All other premiums for benefits shall be maintained by the Board for the Teacher concerned, subject to eligibility as determined by the carrier.
- (vi) One whole year of Sabbatical Leave shall be recognized as one year of experience.
- (vii) A Teacher taking Sabbatical Leave shall give a commitment in writing in a form approved by the Board, to continue to teach for the Board for the three (3) full school years immediately upon returning from the Sabbatical Leave. Should the Teacher resign at an earlier date, the total salary including Cumulative Sick Leave credit paid by the Board shall be repaid on a pro rata basis over a period of time not to exceed three (3) years.

8.11 **Teacher Self-Funded Deferred Salary Leave Plan**

(a) **Description**

The Teachers' Deferred Salary Leave Plan has been developed to afford Teachers the opportunity of taking a one (1) year leave of absence with pay. This can be achieved by spreading two (2) years' salary over three (3) years, or three (3) years' salary over four (4) years, or four (4) years' salary over five (5) years', etc.

eg. $\frac{\text{year}}{\text{year} + 1}$

The terms of the agreement shall be jointly determined by the Teacher and the Board.

(b) **Eligibility**

Any Teacher having three (3) years seniority with this Board and holding a permanent contract with this Board may apply to participate in the Plan.

(c) **Application**

- (i) A Teacher must make written application to the Director of Education or designate on or before February 1st, requesting permission to participate in the Plan.
- (ii) Acceptance or rejection of a Teacher's application shall be at the discretion of

the Board.

- (iii) Written acceptance, or rejection of the Teacher's application with explanation, shall be forwarded to the Teacher by May 25th in the school year the request is made.
- (iv) In the approval of applications priority shall be given to the staffing and program needs of the school system. If applications permit, the Board shall accept a maximum of ten (10) Teachers per year into the Plan. Leaves shall be granted on the basis of seniority. In the event of a tie based on seniority, lots shall be drawn.

(d) **Deferral of the Leave**

- (i) If a qualified and acceptable replacement cannot be found for a Teacher who has been granted a leave, the Board may defer the leave for one (1) year.
- (ii) In such a case the Board shall give the participating Teacher written notice of deferment at the earliest possible date known to them or at least by the 5th working day of May of the year in which the leave was to commence.
- (iii) In such a case the participating Teacher may choose to withdraw from the Plan or remain in the Plan by giving the Director of Education written notice of intent within ten (10) days of notification of deferral of leave.
- (iv) Where the Teacher chooses to remain in the Plan, an amendment to the contract must be entered into within fifteen (15) days of the decision to remain in the Plan or the Teacher shall be deemed to have withdrawn from the Plan.

(e) **Withdrawal from the Plan**

If a Teacher wishes to withdraw from the Plan, written notice of withdrawal shall be given to the Director of Education. Payment of any monies and accumulated interest shall be paid, subject to statutory deductions, within ten (10) working days of the receipt of the letter of withdrawal.

(f) **Implementation of the Plan**

The financial arrangements for funding the year of leave shall be as follows:

- (i) Each Teacher in the Plan shall sign an agreement with the Board. The agreement shall specify the terms and conditions agreed to by the Teacher and the Board. Copies of this agreement shall be provided to the Teacher, Board and the Association.
- (ii) The Board shall deduct from each pay an amount according to the schedule below:

Plan Deduction

2/3	33.33% of the Teacher's gross salary for that pay period
3/4	25 % of the Teacher's gross salary for that pay period
4/5	20% of the Teacher's gross salary for that pay period
5/6	16.67% of the Teacher's gross salary for that pay period
6/7	14.29% of the Teacher's gross salary for that pay period

- (iii) The sums deducted in accordance with (ii) above shall be placed in an individual savings account at a bank of the Board's choice. Such accounts shall be in the Board's name and held in trust for the individual Teacher.
- (iv) During the final year of the plan, the Teacher shall be granted a leave of absence. While on leave, the Teacher shall be paid the monies accumulated as of the commencement date of the leave in the account described in (iii) above in accordance with the agreed upon payment formula. All additional sums generated by the said account shall be paid on the last payment date.
- (v) There shall be no administration fee for implementation of the plan.
- (vi) Subject to the terms of the group insurance policies in effect and the eligibility for coverage for the year of leave, the Board agrees to pay the premiums for the Teacher's benefit plan in accordance with the Collective Agreement, but benefits tied directly to salary shall be based on the reduced salary actually received. For the year of leave the full cost of such Teacher's benefit plans is to be deducted from the participant's pay as provided above.
- (vii) Payroll deductions for income tax, CPP and EI shall be made according to ruling received from the appropriate authorities.
- (viii) The participating Teacher shall agree to hold the Board harmless against all claims or demands that may arise out of deductions or payments made in accordance with rulings received, such as Canada Pension Plan, Employment Insurance, Income Tax, Teachers' Pension Plan, etc.
- (ix) Subject to the pupil and programming needs of the school(s) in question and the system as a whole, where a Teacher returns from a leave, reasonable efforts will be made to allow the Teacher to return to the same community where he or she taught previously. In making these efforts, the Board will consider the transfer and redundancy clauses in Articles 12 and 15.

For the purposes of this clause, the following areas constitute a "community:" Massey and Espanola together; Elliot Lake; Blind River; the city of Sault Ste. Marie; the former Board jurisdiction of Chapleau; the former Board jurisdiction of Michipicoten.

- (x) Sick leave credit, seniority and experience including experience for retirement gratuity shall not accumulate during the year spent on leave. Any sick leave

accumulated prior to the leave shall be carried over to the year of the Teacher's return.

- (xi) Teachers who cease to be covered by the Collective Agreement while enrolled in the Plan shall be required to withdraw and shall be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned in the account described in (f)(iii). Repayments shall be made within sixty (60) days of the withdrawal from the Plan.
- (xii) Teacher Pension deductions are to be maintained in accordance with the *Teachers' Pension Act*, as amended from time to time. Teachers are solely responsible for any other arrangements that may be made with the Teachers' Pension Plan Board.
- (xiii) A Teacher may withdraw from the Plan at any time prior to February 28th of the calendar year in which the Self-Funded Deferred Leave is to commence. Upon withdrawal, any monies plus interest accumulated in the account described in (f)(iii), shall be repaid to the Teacher within sixty (60) days of notification of his/her desire to leave the Plan.
- (xiv) Should a Teacher die while participating in the Plan, any monies plus interest accumulated in the savings account mentioned in (f)(iii), at the time of death, shall be paid to the Teacher's Estate.

(g) **Agreement Re: Teacher Self-Funded Deferred Salary Leave Plan**

This Teacher Self-Funded Deferred Salary Leave Plan is between the Huron-Superior Catholic District School Board and _____

I have read the terms and conditions of the Huron-Superior Catholic District School Board Teacher Self-Funded Deferred Salary Leave Plan and hereby agree to enter the Plan under the following terms and conditions.

1. **Enrolment Date**

I wish to enrol in the Teacher Self-Funded Deferred Salary Leave Plan commencing

2. **Year of Leave**

I shall take my leave of absence from the Huron-Superior Catholic District School Board

from _____

to _____

3. **Financial Arrangements**

The financing of my participation in the Teacher Self-Funded Deferred Salary Leave Plan shall be according to the following schedule:

- 3.1 Commencing September 1, 20 ____ I wish to defer ___ of each of my salary payments for the next ____ years. (ie. September 1, 20 ____ to June 30, 20 ____ inclusive).
- 3.2 Annually, the Huron-Superior Catholic District School Board shall provide me with a statement regarding the status of my account by the end of September.
- 3.3 In the year of the leave, the total monies accumulated as of August 31 of that year shall be paid, subject to statutory deductions, either in one lump sum in September or in two (2) payments, one in September and one in January with accumulated interest.
- 3.4 The final payment shall include all interest that has accrued.

Teacher's Present School

Teacher's Signature

Present Assignment

Director of Education

Date

Superintendent of Business

8.12 **Court Appearance**

If a Teacher is charged with a criminal or any other offence while performing the functions of a Teacher or duties assigned by the Board, and such a Teacher is not found guilty of that offence, or if the charge is withdrawn, such a Teacher shall be entitled to payment of salary for the number of days that he/she was absent from work as a result of attendance at court in connection with such charge. It is understood that an employee will be entitled to salary only if he or she was employed for the relevant period.

8.13 **Witness or Jury Duty Fees**

Any witness or jury duty fees are reimbursed to the Board without loss of salary if a Teacher is so summoned by the court. In those circumstances where a teacher is summoned by the court in a proceeding which was initiated by them, they will be given a leave of absence without pay. Exceptional circumstances shall be addressed and a leave may be granted with pay at the discretion of the Director or designate. A copy of any subpoena/summons by the Court shall be forwarded to the Human Resources Department.

8.14 Quarantine

Teachers are entitled to salary despite absence from duty in any case where, because of exposure to communicable disease, the Teacher is quarantined or otherwise prevented by the order of medical health authorities from attending upon his or her duties. These days shall be deducted from sick leave credits.

Item 9.00 MANAGEMENT RIGHTS

- 9.01 The Board reserves unto itself all management rights and shall exercise these rights in a manner consistent with this agreement, subject to all relevant laws, statutes and regulations of Ontario and Canada, which may be enacted from time to time, including, but not limited to: the Education Act, R.S.O. 1997, and the regulations thereto; the Ontario Labour Relations Act, 1995; and the Education Quality Improvement Act, 1997, and the regulations thereto.
- 9.02 No alteration, variation or addition to the express terms of this agreement shall be made by any arbitrator or Board of Arbitration.

Item 10.00 WORKPLACE SAFETY & INSURANCE BOARD

- 10.01 It is agreed that, when a member of the teaching staff is eligible for and receives approval of payment from the Workplace Safety & Insurance Board, the days lost will not be deducted from his/her sick leave.
- 10.02 It is agreed that, when a Teacher is eligible for and receives approval of claim by the Workplace Safety & Insurance Board
- (a) The Workplace Safety & Insurance Board payment shall be remitted to the Board.
 - (b) The Teacher shall receive 85 percent of the gross rate of pay from the Board provided the Teacher remains in the employ of the Board.
 - (c) There shall be no deduction of sick leave credits from the Teacher.

Item 11.00 WORKING CONDITIONS

Elementary Teachers

- 11.01 (a) Each Teacher at the elementary level shall have, for every one-thousand five hundred (1500) minutes of instructional time, one hundred and fifty minutes (150) of said instructional time devoted to preparation and planning time.
- (b) A Teacher's right to an equal amount of time {as per article 11.01(a)} shall be provided in each case as the school day is organized for each year.

- (c) In addition, Teachers at the elementary level shall be given an additional 3 days per year of release time, taken at the rate of 1 day per term (or its equivalent), devoted to preparation and planning time, subject to mutual agreement between the Board and the Teacher and the availability of an occasional Teacher.
- (d) F.S.L./N.S.L. and Resource Teachers who, because of their school's unique needs, are not able to receive the required preparation and planning time (175 minutes) within the school week will receive an additional day per term, subject to mutual agreement between the Board and the Teacher and the availability of an occasional Teacher.

Secondary Teachers

11.02 Secondary School Workload shall be organized as per Regulation 274, 275 and 276, as enacted in the Accountability Act of 2001 with the following provisions:

- (a) As part of the 6.67 aggregate eligible program workload, full-time classroom teachers shall be assigned duties consisting of credit/credit equivalent courses, equivalent programs and programs of special duties as set out in Appendix 1.
- (b) Notwithstanding 11.02(a) the following: Guidance Teachers, Chaplains and Information Technology support personnel may be assigned to the limit allowed in regulation 274. Further to this, those classroom teachers with unstructured timetables may be fully assigned to their areas. Teachers assigned in this manner shall have two ten (10) minutes breaks on a daily basis and shall have no on-call duties.
- (c) Part-time teachers shall be prorated to that of a teacher as defined in 11.02 (a) and (b).
- (d) All unassigned time shall be available for teacher preparation and planning time according to Board guidelines.

11.03 Organizational Units/Lead Teachers

- (a) Secondary School organization shall consist of a clustering of subjects into organizational units. Board Administration shall decide the number of units and clustering of subjects in all units in consultation with the Association.
- (b) The Lead Teacher is a term position of one year. The intent is to allow for the flexibility to react to changing circumstances. The intent is to allow for a reasonable apportionment of available funds for each position.

11.04 Designated Teachers

- (a) Teacher in Charge
 - (i) The parties recognize that from time to time school administrators (Principals and Vice-Principals) may be absent temporarily from their duties. To accommodate these situations, a Teacher may be designated a "Teacher in

Charge" at a school. It is understood that this clause does not necessarily mean that the Teacher in Charge has been assigned these duties on every occasion that the Principal or Vice-Principal is away from the school, but only on those occasions where the duties have been specifically assigned.

- (ii) A "Teacher in Charge" will remain a member of the bargaining unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the Collective Agreement.
 - (iii) "Teacher in Charge" shall be compensated at the daily rate of \$20.00 for each full day, where the Teacher has been specifically assigned these duties. Where the Principal specifically assigns these duties for a partial day, this payment shall be pro-rated.
 - (iv) Such assignments shall not exceed five consecutive school days except with the approval of the Association. Such assignments shall not exceed thirty (30) school days in total per year per school.
 - (v) Any Teacher assigned such duties shall not participate in the evaluation of another member of this bargaining unit.
 - (vi) No Teacher shall be assigned without his or her consent
 - (vii) After the second full consecutive day of fulfilling these duties, the Teacher in Charge will be given the same release time as is available for the Principal in question. Where more favourable release time is granted before two full consecutive days, this is done on a without prejudice basis.
- (b) Acting Administrator
- (i) The Board may assign to a Teacher some of the duties of an administrator (Principal or Vice-Principal) for a temporary period of time not to exceed 40 consecutive school days.
 - (ii) Any extension of this period shall only be with the approval of the Association, which will not be unreasonably withheld.
 - (iii) No Teacher shall be assigned the duties of an administrator without his or her consent.
 - (iv) Acceptance by the Teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this Collective Agreement.
 - (v) All other provisions of this Collective Agreement shall apply to the Teacher during such period of temporary assignment.

- (vi) Any Teacher assigned such duties shall not participate in the evaluation of another member of this bargaining unit.
- (vii) The Board agrees to replace any Teacher who accepts an Acting Administrator position for a temporary period as described in parts (i) and (ii) above with an occasional Teacher. The actual release time for the Acting Administrator will be the same as the Principal being replaced.
- (viii) An "Acting Administrator" shall be compensated at a daily rate of \$40.00 for each full day of fulfilling these duties.

11.05 Personnel Files

- (a) A Teacher shall have access during normal business hours, but after school is dismissed or when school is not in session not including professional activity days to his/her personnel files at the Board Office upon written request to the Director or designate. A Teacher shall also have access to his/her in school performance appraisal file.

The Teacher may have a copy of the material contained in these files.

- (b) The Director or designate shall be present when a Teacher reviews personnel files located at the Board Office. The Teacher may be accompanied by an individual of the Teacher's choice.
- (c) Any disagreement regarding the accuracy of the information contained in the file may be subject to the grievance procedure.
- (d) At the written request of a Teacher, copies from that Teacher's personnel file shall be sent by registered mail to such Teacher.

11.06 Administration of Medication to Students

A Teacher shall not undertake any medical/physical procedures for pupils on a regular or time-tabled basis, except those procedures dealing with the administration of medication as outlined in Board Policy. However, Teachers may, in the instance of medical emergencies, perform such procedures as are necessary for the safety and well being of the student.

11.07 Lunch Break

Each Teacher shall have the right to (forty) 40 consecutive minutes of free and uncommitted lunch break time. Normally, lunch is during the same time as students. In cases when it is not during the same time, it is understood this period shall not be counted as preparation and planning time.

Item 12.00 TRANSFERS

12.01 Teacher-Initiated Transfer

- (a) Each Teacher who wishes to transfer to another school for the next school year shall
 - (i) Inform the Director or designate in writing by May 1st of any calendar year in question in which a transfer is sought that such Teacher wishes a transfer;
 - (ii) Indicate to what school(s) or area the Teacher wishes a transfer.
- (b) Upon receipt of such a request for transfer, the Director or designate shall endeavour to comply with the Teacher's request subject to pupil and program needs and the personnel complement in the affected school and the system as a whole.
- (c) Subject to pupil and programming needs, in the event of two (2) or more Teachers eligible for such transfer, the priority for such a transfer shall be in accordance with the seniority of the applicant.
- (d) The Director or designate shall inform all Teachers requesting a transfer of his or her decision by June 15th next ensuing after the receipt of the written request for such a transfer.
- (e) If a Teacher's request for a transfer is not granted, the Teacher shall have the option of remaining in his or her current placement, subject to the provisions of this Collective Agreement.

12.02 Board-Initiated Transfers (Surplus)

- (a) Board-Initiated Transfers Due to Surplus

Any Board-initiated transfer in regions 1, 2 and 3 for the following school year which is due to a surplus of Teachers due to declining enrolment or financial circumstances, shall be declared by May 31st and shall be in order of seniority within any school where such a surplus occurs (according to an established list of seniority) and shall be in the following order:

- (i) Voluntary Transfers;
- (ii) Leave of Absence;
- (iii) Move to a position occupied by a Teacher with the least Board seniority in that region as defined by 12.02(b), or move to an available opening within the Board.
- (iv) Move to an opening in the system or move to the position occupied by the Teacher with the least Board seniority in the system.

Notwithstanding the above, for the city of Sault Ste. Marie, all of the above considerations shall be subject to pupil and program needs.

- (b) Regions
 - 1) Chapleau
 - 2) Michipicoten
 - 3) North Shore

- 4) Sault Ste. Marie
 - (a) Elementary
 - (b) Secondary

12.03 Board-Initiated Transfers

Notwithstanding the above, the Board may initiate the transfer of a Teacher at any time during the school year. In such cases the transfer will take place within the same region. For the purposes of this clause, regions are defined in Article 12.02(b), except that the Board also has the discretion to transfer Teachers between the elementary and secondary panels within the city of Sault Ste. Marie.

12.04 Management Rights for Transfers during the School Year

Notwithstanding the above clauses of Item 12 or any other articles or clauses of this Collective Agreement, the Board possesses management rights with regards to transfers during the school year. Where a Teacher is, or Teachers are, surplus to a school during the school year, the Board has discretion to transfer the Teacher or Teachers that it deems appropriate.

Where this is necessary, the Board will make reasonable efforts to execute such transfers in a manner that will allow such transferred Teachers to transfer within their community. For the purposes of this clause, 'community' is defined as : Massey-Espanola; Elliot Lake-Blind River; the former Board area of Michipicoten; the former Board area of Chapleau; the former Board area of Sault Ste. Marie.

Where, at some later date, an opening exists in a transferred Teacher's former school, municipality or community, the Board will, subject to pupil and programming needs, allow that Teacher the opportunity to return.

This right of transfer is not fettered by the concept of seniority nor by any clauses of this agreement that relate to seniority.

Item 13.00 SHARED POSITIONS

13.01 Application

- (a) Only full-time Teachers may apply for shared positions.
- (b) Two qualified Teachers wishing to share one position, on a half-time basis under this Article, shall both make a written request to the Board which shall include the grade level for sharing by April 1st of the year in which the position sharing would commence.
- (c) The Board may approve the request for position sharing. The Board shall notify the Teachers of its decision no later than the first Board meeting in June. Such position sharing arrangements shall be for a one year period but may be renewed upon request and approval by the Board. However, if in the opinion of the Board, complications arise during the year that are not conducive to the teaching-learning situation in the classroom, the Board may, at any time during the position sharing arrangement, terminate the arrangement and re-assign one or both Teachers.
- (d) The principal of the school in which the sharing is to occur shall be consulted by the

- supervisory officer prior to the Board reaching a decision.
- (e) While participating in position sharing under this clause, a Teacher shall retain his/her full-time contract status.
 - (f) If Board approval is granted the Teachers and the Board shall sign a Letter of Agreement covering the Position Sharing Agreement.

13.02 **Responsibilities**

- (a) Teachers sharing a position shall attend all staff meetings, School Council meetings P.T.A. meetings, professional development days, curriculum meetings and all other scheduled school or school Board meetings or events as would be expected of a full-time staff member without additional compensation or benefits. These meetings and events may occur during times when the Teachers are not scheduled to be in class.
- (b) Teachers sharing a position shall share, equitably, all responsibilities, duties, and facilities as would a full-time staff member. Where a dispute arises between two Teachers sharing a position, the school principal shall resolve the dispute subject to the supervisory officers' approval. Such decisions are not subject to the grievance procedure (Item 7.00 Grievance Procedures).

13.03 **Payment, Benefits and Experience**

- (a) Payment shall be based on teaching qualifications and experience and shall be pro-rated in accordance with time worked.
- (b) The Board shall pay the premiums for benefits, in accordance with the Collective Agreement, which, in the case of non salary-related benefits, shall be pro-rated in accordance with time worked. For non salary-related benefits (e.g. Extended Health Care and Dental) the Teacher(s) shall have the option of either not participating in these benefits, or paying the difference in cost by payroll deduction in order to retain full benefit coverage.
- (c) Cumulative Sick Leave credits, shall be pro-rated in accordance with time worked.
- (d) It shall be the responsibility of a Teacher in a shared position who desires to purchase a full year's credit in the Teachers' Pension Plan to complete and forward any required forms or documents to the Teachers' Pension Plan Board.

The Board shall confirm, in writing, to the Commission their approval of the Teacher's participation in position sharing.

- (e) Experience shall be accumulated on a pro-rated basis in accordance with time worked.
- (f) Seniority shall be accumulated on a full year basis for each year of position sharing by each participant.

13.04 **Renewal**

Teachers wishing to continue position sharing for the next school year shall request in writing to the Board a renewal of the arrangement by April 1st of the present school year.

13.05 **Termination**

At the termination of position sharing Teachers shall be assigned a position subject to Item 15.00 Redundancy, but no assurance shall be given them regarding grade or school.

13.06 **LETTER OF AGREEMENT REGARDING SHARED POSITIONS**

I, _____

and I, _____

request permission to share a position on a half-time basis, as outlined in Item 13.00 Shared Positions of the Collective Agreement, commencing the September _____ 20 _____ and terminating August _____ 20 _____

Grade level shared: _____

School _____

Principal _____

Item 14.00 SPECIAL CONDITIONS FOR SCHOOL CLOSURE

- 14.01 (a) Whenever some schools are closed for any reasons deemed necessary by the Director or designate, Teachers shall be required to report for duty. If, at the discretion of the Director, the pupils of some schools are dismissed, the Teachers may also be dismissed at the discretion of the Principal without loss of pay, or sick leave benefits.
- (b) When all or some of the schools are closed for any reason deemed necessary by the Director or designate, and this announcement is made during the regular teaching hours, Teachers shall not be required to remain at school after all the students have been dismissed and have left the school property.
- (c) When all or some of the schools are closed for any reason deemed necessary by the Director, and this announcement is made prior to the beginning of classes, Teachers shall not be required to report for duty. Teachers' salaries shall not be affected and no sick leave benefits shall be deducted, except for those members of staff who were absent both on the day prior to the closing of the schools, and on the day immediately following the resumption of regular classes.
- (d) When the schools are closed under the conditions indicated in (c), the Principal shall be required to report for duty to be responsible for the safety of pupils who were

unaware of the fact that the school is closed.

Item 15.00 SENIORITY/REDUNDANCY

15.01 Method of Determination of Seniority

Seniority shall be the length of continuous service with this Board or the predecessor Boards since most recent date of hire.

- (a) Where reduction of teaching staff is necessary because of redundancy, reductions shall be made on the following basis and in the following order
 - (i) normal attrition;
 - (ii) probationary Teachers;
 - (iii) permanent Teachers in the following order:
 - 1 continuous service with this Board or predecessor Boards since most recent date of hire;
 - 2 teaching experience with this Board or predecessor Boards;
 - 3 other teaching experience in Ontario recognized by this Board;
 - 4 any other teaching experience recognized by the Board;
 - 5 highest qualifications in accordance with Q.E.C.O. As defined in this agreement and in effect during the currency of this agreement;
 - 6 lot.
- (b) Where two or more Teachers have the same seniority under 15.01(a), the order of the lists shall be decided upon the basis of lot conducted jointly by the Board and the Association at the Board office. The draw by lot will occur only in the event a declaration of redundancy affects two or more Teachers who otherwise have equality of seniority.
- (c) Any Teacher who is declared redundant in accordance with Item 15.01 above shall receive from the Board a letter mailed by May 25th stating that his or her employment with the Board has become redundant because of staff reduction and that such redundancy had nothing to do with the individual's professional competence as a Teacher.

15.02 Special Programs and Subjects

- (a) The Board has the responsibility to ensure that designated special programs, special subjects, be maintained. To do this, the Board reserves the right to assign qualified staff to these positions.
- (b) When a Teacher in a special designated program or a specific subject is deemed redundant the Board shall
 - (i) Fill the position in question from its existing qualified staff.

This not being possible

- (ii) Retain the Teacher deemed redundant who possesses the required qualifications and declare the next most junior Teacher on the seniority list redundant.
- (c) If the next most junior Teacher is unable to qualify himself/herself through a summer course and is declared redundant, he/she shall have the right to request a leave of absence of up to two (2) years to qualify himself/herself for the position in question. Upon successfully qualifying himself/herself, he/she shall be placed on the seniority list subject to Article 15.01. If, however, his/her seniority does not allow him/her to be placed in a position with the Board, he/she shall be declared redundant. It is understood that this opportunity to gain these qualifications does not extend the recall right or three (3) years stipulated below in Article 15.03(a).
- (d) Failing to take or be successful in the options outlined in part (c), the Teacher referred to in (c) shall be declared redundant effective the date he or she was initially declared redundant.

15.03 Recall

- (a) Teachers shall be placed on the recall list for three (3) years from the date that they are declared redundant. If after three years they are not recalled to a permanent position, their names shall be removed from the recall list. It is understood that this three (3) period does not extend the two (2) year period referred to in Article 15.02(c).
- (b) When deciding which Teachers to recall, the Board shall recall Teachers in reverse order of redundancy determination as per 15.01 above, subject to qualifications and ability.
- (c) Teachers who are declared redundant may opt out of their recall rights, for any position, in any of the three (3) years they remain on the recall list without prejudice to their right to be recalled to other positions.

15.04 Seniority List

- (a) The Board shall prepare a bargaining unit seniority list as outlined in Article 15.01(a)(iii) as at November 15th in each year. The seniority list is to be distributed to each school and department by December 1st of each year. The Board shall also provide the Association with a copy.
- (b) A Teacher will accrue seniority
 - (i) for the period during which the Teacher uses his or her sick leave credits; and
 - (ii) if an employee is receiving L.T.D. benefits such employee shall remain on the seniority list and accrue seniority accordingly. It shall be noted that said employee is on an inactive list.

- (c) Principals and vice-principals who return to the bargaining unit after April 1, 1998, shall be placed as per Regulation 90/98.

Item 16.00 MEETING WITH OFFICIALS

Upon the written request of a Teacher, any discussions between the administrative officials and the Teacher regarding transfers, job security, and/or appointments, shall be held after the regular teaching day. The Teacher shall have the right to have an association representative present.

Item 17.00 JUST CAUSE

In the case of demotions, and suspensions, written Just Cause shall be given by the administration officials to the Teacher. In the event of specific disciplinary action which warrants an adverse written record of the event to be included in the Teacher's file, a copy of this record, which shall outline Just Cause for the action, shall be given to the Teacher. In the event of transfers if the action of the transfer is a disciplinary action, written Just Cause shall also be given. Where a Teacher is discharged, written Just Cause shall be given by the administrative officials.

Item 18.00 RELEASE TIME

If requested by the Bargaining Unit, the Board shall grant up to 2.0 unit officers leaves of absence from teaching duties to fulfil the responsibilities inherent to the office. It is understood that this release shall be the percentage of teaching time requested. The Bargaining Unit shall notify the Board by June 1st of each year as to the amount of release time required.

- (a) Release time shall be granted to the O.E.C.T.A. unit officer(s), or in his/her/their prolonged absence a designate, without prejudice, loss of position, responsibility, salary, benefits, or seniority.
- (b) If the unit officer has a position of responsibility with the Board, he/she shall temporarily vacate his/her position of responsibility for the term of his/her term.
- (c) Salary and premiums for benefits are to be paid by the Board to the unit officer(s) and on behalf of the unit officer(s) with O.E.C.T.A. reimbursing the Board for 100% of the unit officer's salary and premiums for benefits.
- (d) Each full year of the unit officer(s)'s term(s) shall be counted as a full year of experience.
- (e) Full sick leave shall be credited during this leave. Any unused sick leave accumulated prior to and during the period of the unit officer(s) leave(s) shall be available on the return to educational duties.
- (f) Upon return to regular assignment, the Teacher(s) shall be assigned to an equivalent position in the same community, as prior to the leave, in a school, unless there is a mutual agreement to the contrary.

Item 19.00 CONTINUING EDUCATION

19.01 All Continuing Education Teachers as defined in Item 1.00 (ii) and teaching credit courses shall be paid according to the following schedule:

Effective September 1, 2002 - \$33.22 per hour inclusive of 4% vacation pay.

Effective September 1, 2003 - \$34.32 per hour inclusive of 4% vacation pay.

19.02 Notwithstanding any other provision of this Collective Agreement including, without limiting the generality thereof, the Recognition clause, the only other provision of this agreement applicable to Continuing Education Teachers is the Grievance Procedure as it pertains to an alleged violation, misinterpretation or misapplication of Item 19.01 above.

Item 20.00 GRID

Effective September 1, 2002 - August 31, 2003

Category	*A	4(A1)	5(A2)	6(A3)	7(A4)	
0	30,374	32,481	33,630	35,786	40,286	
1	32,367	34,613	35,805	38,235	42,873	
2	34,360	36,745	37,980	40,684	45,460	
3	36,353	38,877	40,155	43,133	48,047	
4	38,346	41,009	42,330	45,582	50,634	
5	40,339	43,141	44,505	48,031	53,221	
6	42,332	45,273	46,680	50,480	55,808	
7	44,325	47,405	48,855	52,929	58,395	
8	46,318	49,537	51,030	55,378	60,982	
9	48,311	51,669	53,205	57,827	63,569	
10	50,304	53,801	55,380	60,276	66,156	
11		57,555	62,725	68,743		
Increments	1,993	2,132	2,175	2,449	2,587	

Effective September 1, 2003 - August 31, 2004

Category	*A	4(A1)	5(A2)	6(A3)	7(A4)
0	31,374	33,556	34,737	36,965	41,620
1	33,433	35,758	36,984	39,495	44,292
2	35,492	37,960	39,231	42,025	46,964
3	37,551	40,162	41,478	44,555	49,636
4	39,610	42,364	43,725	47,085	52,308
5	41,669	44,566	45,972	49,615	54,980
6	43,728	46,768	48,219	52,145	57,652
7	45,787	48,970	50,466	54,675	60,324
8	47,846	51,172	52,713	57,205	62,996
9	49,905	53,374	54,960	59,735	65,668
10	51,964	55,576	57,207	62,265	68,340

	11	59,454	64,795	71,012		
Increments	2,059	2,202	2,247	2,530	2,672	
20.01	Effective September 1, 2002 to August 31, 2004					

For the purposes of the Collective Agreement for the period September 1, 2002 to August 31, 2004, Teachers from the former Boards of Chapleau District R.C. Separate School Board and the Michipicoten District R.C. Separate School Board, whose placement on the above grid would result in that Teacher experiencing a reduction in salary, shall have their salary 'red-circled' and shall be paid at the higher amount from their former school Board Grid until such time that the above Grid equals or surpasses the Teachers' salary from their former Board. At such time, the Teacher's salary will cease to be 'red-circled' and the Teacher shall be paid in accordance with the above Grid.

Any Teacher for whom this applies who was also receiving an allowance which is greater than that provided for in this Collective Agreement shall also have this allowance 'red-circled.'

Once a Teacher has been placed on the above grid, that Teacher shall remain on the above grid. When a Teacher voluntarily accepts a position in a different region, the salary shall be in accordance with the above grid. When a Teacher whose salary has been red-circled is transferred at the initiative of the Board, they shall continue to have their salary 'red-circled.'

20.04 Bi-weekly Payment of Salary

The Teacher's salary shall be paid in equal instalments over twelve months.

Item 21.00 PRINTING OF AGREEMENT

- 21.01 (a) The cost of the printing of the Collective Agreement in booklet form shall be on a cost sharing basis (50/50) between the Teachers and the Board.
- (b) The Board shall distribute a copy of the Collective Agreement to each Teacher in its employ.

Item 22.00 TERMINATION OF AGREEMENT

22.01 This agreement shall be effective from September 1, 2002 and shall remain in effect until August 31, 2004.

Item 23.00 RENEWAL OF AGREEMENT

23.01 (a) Written notice by either party that amendments are required shall be given before February 1st of the calendar year of the expiration date of this agreement, or any anniversary date of such expiration date.

- (b) If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiating an agreement within twenty (20) working days of the giving of such notice.
- (c) The parties may at any time upon their mutual agreement negotiate revisions to this agreement. Any such revisions mutually agreed upon shall become effective from such dates as shall be mutually agreed upon by the parties.

Item 24.00 LIAISON COMMITTEE

- 24.01
- (a) **Composition**
There shall be a liaison committee composed of up to five (5) Board representatives and up to five (5) Association representatives, one from each region. The Board will appoint a secretary to the committee.
 - (b) **Agenda**
Where possible, the Association's representatives and the Board's representative will submit matters for discussion to the appointed secretary of the committee seven (7) days before any scheduled meeting of such committee.
 - (c) **Meetings**
Meetings shall be held as often as is considered necessary by the parties and upon the mutual consent of all parties.
 - (d) **Findings of Committee**
The findings of the committee shall be in the form of recommendations to the Board. The Board shall have no obligation to accept or implement these recommendations.
 - (e) **Minutes of Committee**
Minutes of the committee meeting shall be sent to the Association Executives, all Committee members, the Board and all Trustees.

- (f) Policies Affecting Teachers
Any policies affecting Teachers shall be sent to the Association executives and all committee members at least fifteen (15) days prior to implementing such policies.

Item 25.00 SIGNATURES

Signed this ____ day of _____, 2002.

Teachers' Negotiating Committee: Huron - Superior Catholic District
School Board's Negotiating Committee:

Ernie Millward, President . Dr. Cecile Somme, Director of Education

Elizabeth Szczotka, Vice-President Andy Beaudoin

Francis Fata Art Callegari

Mike Marcella

Martin Frolick

Tiana Babic

Ivana Coccimiglio

Wayne Greco

MEMORANDUM

The following clauses shall not be part of the Collective Agreement and are not arbitrable and shall survive the signing of the Collective Agreement.

1. Provided the issue of Retirement Gratuity is not the subject of collective bargaining for a school year, the Board agrees not to change its policy with respect to Retirement Gratuity for that school year without having given notice to bargain.
2. The Board shall provide an aide, when reasonably necessary, to assist in the procedures mentioned in item #1V of the Ministry Policy Memorandum No. 81 "Provision of Health Support Services in School Setting."

LETTER OF UNDERSTANDING

BETWEEN:

THE HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

- and -

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

This letter does not form part of the collective agreement and is not grievable and not arbitrable:

The Huron-Superior Catholic District School Board and the Ontario English Catholic Teachers' Association, with a view to promoting harmonious relations, agree as follows:

A full-time Teacher who wishes to change to part-time status, or a part-time Teacher who wishes to change to full-time status, shall inform the Board of his or her desires by April 1st of any school year.

The Board shall endeavour to assist such changes in status by advertising the possible availability of such positions, where possible, within the system when they become known.

LETTER OF UNDERSTANDING

BETWEEN:

THE HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

- and -

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

Re: Ontario Health Insurance Plan

This will confirm the agreement reached by the parties during negotiations for the renewal of the 1990-92 Collective Agreement.

The Board agrees to reinstate the procedures of paying one hundred (100%) percent of the Ontario Health Insurance Plan premiums should the Ontario Government change the method of providing OHIP coverage from being provided by the employer through the Employer Health Tax to being paid by the employee. The OHIP will be reinstated in accordance with Item 6.01 of the 1988-90 Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN:

THE HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

- and -

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

If a declining enrollment has an effect pertaining to the calculations as outlined in Appendix 1, the Board, in consultation with the Association, may recalculate the 6.67 aggregate eligibility program workload, to ensure continued compliance with the Acts and Regulations.

LETTER OF UNDERSTANDING

BETWEEN:

THE HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

- and -

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

Regular full-time teachers teaching in the former Board areas of Michipicoten and Chapleau on September 1, 2002, being paid according to the above noted former Boards' agreement, shall receive a one time payment of one thousand dollars (\$1,000.00) on or about September 1, 2002 (the first pay period). Regular part-time teachers teaching in those areas shall have this payment pro-rated.

If and when the grid overtakes a red-circled salary by more than one thousand dollars, no one-time payment shall be made. Any increase less than one thousand dollars (\$1,000.00) shall be topped up to one thousand dollars.

A further one-time payment of one thousand dollars (\$1,000.00) will apply for the September 1, 2003 school year, subject to the above-noted conditions.

LETTER OF UNDERSTANDING

BETWEEN:

THE HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

- and -

ONTARIO CATHOLIC TEACHERS' ASSOCIATION

RE: RETIREMENT GRATUITY AND EARLY RETIREMENT INCENTIVE PLANS

This letter does not form part of the Collective Agreement and is not grievable and not arbitrable.

The Huron-Superior Catholic District School Board shall respect the retirement gratuity plans and early retirement incentive plans of the four predecessor Board (Sault Ste. Marie R.C. Separate School Board, Chapleau District R.C. Separate School Board, North Shore District R.C. Separate Board, Michipicoten District R. C. Separate School Board) that were in existence at the time of amalgamation and creation of the Huron-Superior Catholic District School Board, January 1, 1998. Payment, upon retirement, under such plans will continue to be made only to those Teachers who were eligible for payment under those plans as of September 9, 1998.

For greater clarity, no Teachers or any other employees covered by the Collective Agreement hired after September 9, 1998 will be eligible for retirement gratuity payments or early retirement incentive payments of any kind.

Teachers hired on or before September 9, 1998 are eligible for payment only in accordance with the terms and conditions and spirit of their respective plans or former Board policies.

This Letter of Agreement shall be interpreted to mean that employees of the former Boards who worked prior to September 10, 1998 are not necessarily entitled to an early retirement incentive or retirement gratuity of any kind and that the Board will execute the terms and conditions of those plans as they have been executed prior to amalgamation.

All date of hire or year of hire restrictions and limitations, or any other restrictions and limitations, with respect to each and all of these plans will be strictly adhered to by the Board.

Outlines of respective plans are found in Appendix # 2.

LETTER OF UNDERSTANDING

BETWEEN:

THE HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

- and -

ONTARIO CATHOLIC TEACHERS' ASSOCIATION

Re: EARLY RETIREMENT INCENTIVE PLAN OF FORMER SAULT STE. MARIE DISTRICT ROMAN CATHOLIC SEPARATE SCHOOL BOARD

This letter does not form part of the Collective Agreement and is not grievable and not arbitrable.

The Huron-Superior Catholic District School Board and the Ontario English Catholic Teacher's Association agree to the following amendments:

Criteria for Eligibility

In order to be eligible for the ERIP, the Teacher shall:

- i) Be eligible for an unreduced pension from the Teachers' Pension Plan Board or be 50 years of age or older at the official retirement date; and
- ii) have ten years of continuous service with the Board, including leaves of absence; and
- iii) be at a maximum salary level in the respective category placement; and
- iv) not use the plan to avoid being declared redundant.

The ERIP shall be operated as follows :

- a) For participation in the ERIP, the teacher's application must be received by the Director of Education by April 1st for separation by December 31st or by October 1st for separation by March 31st.
- b) By May 1st/November 1st, the Board shall inform each applicant regarding the status of his/ her application and the amount of the incentive he/she would receive under the ERIP as of that date. This amount might vary if successful applicants withdraw from the plan before May 15th or November 25th. In such instances, the Board shall revise the amount of each incentive and inform each applicant, as practicable.
- c) By May 15th/November 25th, the Teacher must submit a letter to the Board stating his/her intent to participate in the ERIP. If the intent is to participate in the ERIP, the Teacher must submit a letter of resignation at this time.

It is agreed that all other language of the former Sault Ste. Marie District Roman Catholic Separate School Board ERIP is unchanged.

Appendix # 1

1. (a) As part of the maximum 6.67 aggregate eligible program workload, full-time classroom teachers shall be assigned as follows:
 - 6.0 credit/credit equivalent courses
 - 0.42 equivalent programs
 - (b) As part of the maximum of 0.42 equivalent program, 0.17 shall be assigned as TAP, 0.07 shall be assigned in the following manner: one (1) period (75 minutes) per credit course (total of 6) shall be allocated as remediation. This period shall be the last period of each semester in each of the credit courses. 0.18 (32 half periods) shall be assigned as on-call periods.
 - (c) Equivalent program components (on-calls) and remediation periods shall be assigned in an equitable manner.
2. As part of the maximum of 6.67 aggregate eligible program workload, teachers as defined in 11.02 shall be assigned an unstructured timetable in their area based on 110 hour credit equivalency with two (2) ten-minute breaks, exclusive of the lunch period on a daily basis.

SERVICE GRATUITY

1. Michipicoten

SICK LEAVE CREDIT GRATUITY

- (a) It is agreed that upon retirement a teacher will be entitled to a sick leave credit gratuity based upon the following formula:

$$\frac{\text{CSL (Max. 200)}}{200} \times \frac{1}{2} \times \text{Annual Salary}$$

- (b) The gratuity shall be paid within one year of the retirement of a teacher, or to his/her estate upon death of a teacher after retirement.
- (c) At the discretion of the teacher, or his/her legal representative, beneficiary or estate, the method of payment shall be one of the following:
- (i) a bulk sum payment
 - (ii) two equal payments
 - (iii) monthly payments
- (d) This gratuity shall be contingent upon five (5) years of continuous service with the Michipicoten District R.C.S.S. Board, and retirement due to the following conditions:
- (i) Permanent disability as defined by the Teacher Pension Plan.
 - (ii) Eligibility for receiving a service pension as outlined in the Teacher Pension Plan.
 - (iii) Has attained retirement age as stipulated in Provincial or Federal legislation.

2. Chapleau

- a) Any teacher hired prior to September 1, 1986, who has service a minimum of eight (8) years with the Board, and retires due to any of the following conditions shall be entitled to a retirement gratuity.

Conditions:

1. Death
2. A permanent disability defined by the Superannuation Act.
3. Eligibility to receive a pension.
4. Retired from the teaching profession.

Age 65 is recognized as the retirement age by the Board, however, the Board shall recognize retirement on account of superannuation before age 65, providing the teacher has been employed by the Board for a period of eight (8) years.

A teacher who has attained the age of 65 years on or before August 31 of any year, shall retire on June 30 of that year.

Teachers who reach 65 years of age on or after September 1 of any year, shall retire on June 30 of the following year.

Retirement gratuity shall be calculated as follows:

$$N/200 \times S/2$$

N: is the number of unused accumulated sick leave credit days of time of separation from the Board as a teacher or academic official

S: is the salary at time of retirement.

In no case shall the gratuity exceed the maximum of \$25,000.00.

(b) The gratuity shall be paid during the fiscal year following the retirement of the employee, or after an agreement is reached between the employee and the Board.

(c) If an employee dies prior to or after retirement, thus having benefited fully from the gratuity plan to which he or she is entitled, the unpaid balance of his/her gratuity plan will be paid to his/her estate.

(d) Employees hired with an effective employment date of September 1986 or later will not participate in the retirement gratuity plan.

3. North Shore

Retirement/Service Gratuity

ARTICLE X RETIREMENT GRATUITY PLAN

a) Plan Continued Pursuant to the applicable provisions of the Education Act, R.S.O. 1990, c.e. 2, as amended to date and as amended and in force throughout the currency of this agreement, the Board's obligation for the payment of a retirement gratuity as set out in the agreement between the parties herein for the period 1986 - 1989 and pursuant to an amendment to the said agreement between the parties which amendment is dated December 13, 1988 and pursuant also to the personal obligations incurred by the Board in favour of any Teacher, which such obligation is evidenced by a guaranty of payment to a member of the retirement gratuity plan in a form found as Appendix "A" (page 51) and annexed and forming a part of the aforesaid amendment bearing date of December 13, 1998, the Board shall pay to any such eligible Teacher to whom it has incurred such an obligation, a retirement gratuity as defined by the aforesaid amendment to the 1986 - 1989 agreement of December 13, 1988.

b) Calculation - Appendix "A"
Calculation, eligibility and definition of the retirement gratuity, where such is payable, shall be in accordance with the terms of Appendix "A" attached to this agreement (page 51) and forming a part thereof.

4. **RETIRING ALLOWANCE PLAN**

Definitions

In this article except where otherwise provided:

- (a) "Current Teachers" shall be defined as all Teachers in the continued service of the Board prior to September 1, 1987, and also in the service of the Board as at September 1, 1987, and who are not members of the retirement gratuity plan, or who have elected not to be members of the retirement gratuity plan.
- (b) "Gross Annualized Salary" shall be determined by Board payroll records for each Teacher. In the event of a Teacher being assigned a new salary category or assigned a new teaching time allotment in any given year, or being defined as a part-time teacher as the latter is defined in Article 1 of this agreement, such Teacher's gross annualized salary shall be re-adjusted in any given year for the purposes of calculating the retiring allowance entitlement set out hereinafter. The re-adjustment shall reflect the increase or decrease, as the case may be, of the gross annualized salary for the entire given year in question, beginning with September 1 of the year so affected. For the purposes of this Article, the expression "Gross Annualized Salary" shall refer to a Teacher's Adjusted Annual Salary for any contract year of this agreement, as found in Article V herein.
- (c) "New Teachers" shall be defined as all Teachers hired to commence duties with the Board on or after September 1, 1987.
- (d) "Retirement" or "Retired" as the case may be and as such may be used in this article, when used in connection with the Retiring Allowance, shall mean cessation from the Board by a Teacher, for any reason whatsoever, including death and dismissal for just cause as the latter is found elsewhere in this agreement.
- (e) "Retirement Gratuity Plan" shall be defined as the Retirement Gratuity Plan as found and defined in Appendix "A" attached hereto.
- (f) "Retiring Allowance" shall be defined in accordance with Section 248(1) of the Income Tax Act (Canada) S.C. 1070-71-72, c.63, as further amended to the date of this agreement and as amended and in force during the currency of this agreement.
- (g) "Teachers" shall mean, as it is used in this article, Teachers employed by the Board during the currency of this agreement and statutory Teachers as defined by the Ontario English Catholic Teachers' Association (OECTA).
- (h) "Year of Service" or "Years of Service" as the case may be and as they may be used in this agreement, for the purposes of this article and the retiring allowance and payment eligibility thereunder, shall be defined as a complete teaching year of service running from September of one year to June of the next ensuing calendar year. Any year less than a complete teaching year of service, or fractional year, shall be accumulated with such other fractional years, as the case may be, in order to accumulate one complete teaching year of service for payment eligibility

hereunder. Further, any teacher who has previously retired from his or her employment and is subsequently engaged by the board for employment as a Teacher then, for the purposes of interpretation of clauses 5, 6 and 7 hereinafter, such Teacher's years of service shall be calculated to commence with the effective date of such Teacher's subsequent engagement for employment.

5. CALCULATION OF CURRENT TEACHERS' RETIRING ALLOWANCE

Subject to the provisions of clause 7 hereinafter stipulated, any current Teacher who has retired from his or her employment with the Board is entitled to a retiring allowance equal to the aggregate of:

- (a) Ten percent (10%) of such current Teacher's gross annualized salary for the first year of service with the Board by such current Teacher and;
- (b) Three percent (3%) of the sum of such current Teacher's gross annualized salary for every year of service with the Board by such current Teacher, after the first year of service, to a maximum of nine (9) years, or to the year ending immediately prior to September 1, 1987, whichever occurs first, and;
- (c) Three point three five percent (3.35%) of the sum of such current Teacher's gross annualized salary while in the employ of the Board, for every year of service commencing with the period September 1, 1987, of such employment, until retirement.

6. CALCULATION OF NEW TEACHERS' RETIRING ALLOWANCE

Subject to the provisions of clause 7 hereinafter stipulated, any new Teacher who has retired from his or her employment with the Board, is entitled to a retiring allowance equal to three point three five percent (3.35%) of such new Teacher's gross annualized salary while in the employ of the Board for every year of service until retirement.

7. RETIRING ALLOWANCE PAYABLE

- (a) Entitlement Payable on Retirement

The Board's obligation to pay a retiring allowance to a new Teacher or current Teacher shall only arise on such Teacher's retirement. The amount of a current Teacher's or a new Teacher's entitlement to a retiring allowance as determined under clauses 5 and 6 herein, shall be determined as follows:

Complete Years of Service to Retirement	Percent of Retirement Allowance Payable on Retirement	Complete Years of Service to Retirement	Percent of Retiring Allowance Payable on Retirement
0 - 9	0%	13	70%
10	40%	14	80%
11	50%	15	90%
12	60%	16 or more years	100%

(b) Payment on Retirement Only

Any payment of a retiring allowance to a new teacher or current teacher may only be made upon the retirement of such new teacher or current teacher. Any such payment of a retiring allowance shall be made on January 1 of the next ensuing calendar year after the retirement of such new teacher or current teacher from employment with the Board or at the option of the new or current teacher and with the consent of the Board, ninety (90) days following such retirement. In any event, failing the receipt of the written advice of the teacher as to the manner and to whom such retiring allowance shall be paid, the Board shall, on the ninety-first (91st) calendar day following such retirement, pay directly to the teacher the entire sum of such teacher's retiring allowance forthwith. In the event such ninety-first (91st) day does not fall on a banking day, then such full amount shall be paid on the first banking day immediately following the ninety-first (91st) day following the teacher's retirement.

c) Payment on Death

In the event of the death of a new teacher or of a current teacher, all such payments shall be made to the estate of such new teacher or current teacher and a duly executed receipt acknowledging payment of such sums made out by the executor, administrator or otherwise duly constituted personal representative of the estate of such new teacher or current teacher shall be effective to discharge the responsibilities and liabilities of the Board in that regard.

8. **CALCULATION OF YEARS OF SERVICE**

In calculating any new teacher's or current teacher's years of service with the Board for the purposes of calculating such new teacher's or current teacher's eligibility for retiring allowance, the following shall not be counted as years of service:

- (a) Parental Leave: Any period of extended parental leave (such leave does not include the seventeen (17) weeks pregnancy leave);
- (b) Leave of Absence: Any years of leaves of absence;
- (c) Long-Term Disability: Any years during which a teacher has been in receipt of long-term disability benefits;

(d) What May be Included in Calculation:

Except that in the sole discretion of the teacher, the calculation of years of service for entitlement to payment of a retiring allowance shall continue uninterrupted, notwithstanding the above, on the election of the new teacher or current teacher, given in writing to the Board six (6) months prior to any such extended maternity leave or leave of absence, as follows:

- 1. The year of service with respect to any extended parental leave or leave of absence, otherwise not counted but for an election, as above, is included in the

years of service for purposes of clause 7, Appendix A 9; North Shore hereinbefore, but is established as having no salary in that year with respect to the calculations set out in clauses 5 or 6, Appendix A 9; North Shore.

2. In calculating years of service of any new teacher or current teacher, sabbaticals or participation in the deferred salary leave plan shall be included in years of service for purposes of entitlement to payment of a retiring allowance as set out in clause 7 Appendix A 9; North Shore herein and the gross annualized salary, for purposes of the retiring allowance, calculated in the same manner as a new teacher's or current teacher's entitlement to benefits during participation in sabbatical leaves or in the deferred salary leave plan as defined in this agreement, including the "payback" provisions in connection with sabbatical leaves.
- (e) **Limitations:** Prior to the retirement of a teacher, no teacher shall have any claim as against the Board until such retirement for any payment of a retiring allowance as detailed in this Article.
- (f) **No Continuing Employment Guaranty:**
This agreement does not provide any insurance to the teachers of continuing employment with the Board.
- (g) **Agreement Subject to Income Tax Act (Canada):**
It is agreed and acknowledged by the parties hereto that this agreement is subject to any obligations imposed upon either party as a result of any amendments brought to the Income Tax Act (Canada), S.C. 1970-71-72 c. 63 as amended to date and as amended and in force during the currency of this agreement.

9. **LETTER OF INTENT**

It is hereby agreed and understood by the parties hereto that the letter of intent as such is set out as Appendix A and attached hereto forms a part of this agreement.

APPENDIX A RE: RETIREMENT GRATUITY

Pursuant to the provisions of the Official Agreement between the North Shore District Roman Catholic Separate School Board and the teachers employed by the Board dated _____, 20____, and more particularly of Article 10 thereof the calculation, eligibility and definition of the Retirement Gratuity, whenever and to whomever such is payable shall be in accordance with the terms hereinafter outlined:

1. **Entitlement**

Pursuant to the provisions of the Education Act, R.S.O. 1990, c.e. 2 as amended to date and in force throughout the currency of this agreement and pursuant to the contracts of guaranty executed by the Board and its predecessors to individual teachers as such contracts of guaranty are recorded with the Board, a teacher shall be eligible, upon

retirement from the teaching profession, for the payment of a retirement gratuity after ten (10) years of continuous service with the Board and in the event such teacher is a current teacher as defined by Clause 4 of the aforesaid agreement, the said current teacher has not elected to participate in the retiring allowance plan provided for in the said Clause 4.

2. Entitlement to and Calculation of Retirement Gratuity

In accordance with the provisions of this agreement and more particularly the provisions of this appendix, a teacher who is otherwise entitled to a retirement gratuity shall be eligible for same upon having achieved ten (10) years of service with the Board. Upon being entitled for a retirement gratuity, the calculation of such retirement gratuity shall be as follows: ten percent (10%) of cumulative sick leave credits times one two hundredth (1/200th) of a teacher's annual salary at the date of such teacher's retirement from teaching and shall be in accordance with the following table:

11 years service: 12% x cumulative sick leave x 1/200th of annual salary.
12 years service: 14% x cumulative sick leave x 1/200th of annual salary.
13 years service: 16% x cumulative sick leave x 1/200th of annual salary.
14 years service: 18% x cumulative sick leave x 1/200th of annual salary.
15 years service: 20% x cumulative sick leave x 1/200th of annual salary.
16 years service: 22% x cumulative sick leave x 1/200th of annual salary.
17 years service: 24% x cumulative sick leave x 1/200th of annual salary.
18 years service: 26% x cumulative sick leave x 1/200th of annual salary.
19 years service: 28% x cumulative sick leave x 1/200th of annual salary.
20 years service: 30% x cumulative sick leave x 1/200th of annual salary.
21 years service: 32% x cumulative sick leave x 1/200th of annual salary.
22 years service: 34% x cumulative sick leave x 1/200th of annual salary.
23 years service: 36% x cumulative sick leave x 1/200th of annual salary.
24 years service: 38% x cumulative sick leave x 1/200th of annual salary.
25 years service: 40% x cumulative sick leave x 1/200th of annual salary.
26 years service: 42% x cumulative sick leave x 1/200th of annual salary.
27 years service: 44% x cumulative sick leave x 1/200th of annual salary.
28 years service: 46% x cumulative sick leave x 1/200th of annual salary.
29 years service: 48% x cumulative sick leave x 1/200th of annual salary.
30 years service: 50% x cumulative sick leave x 1/200th of annual salary.

It is understood that in addition to a ten (10) year continuous service requirement, a teacher must have sick leave credits standing to his or her credit as at the date of retirement in order to be eligible for the payment of the gratuity. In the event there are no sick leave credits standing to the benefit of the teacher on the date of his or her retirement, no gratuity shall be paid to such teacher, regardless of such teacher having otherwise satisfied the years of service requirement therefore.

3. For the purposes of this section, sick leave credits shall be accumulated to a maximum of two hundred (200) days.
4. All benefits provided pursuant to Article X of the aforesaid agreement shall be paid in

full on the date of retirement of the teacher or, at the option of such teacher and on notice in writing to the Board, on January 1 of the ensuing year.

5. Each teacher shall advise the Board in writing six (6) months prior to the date of retirement as to the timelines of the payment he or she desires.
6. In the event of the death of a teacher prior to his or her retirement, the sick leave gratuity accumulated by that teacher will be paid to the estate of the said teacher.

10. **Sault Ste. Marie**

EARLY RETIREMENT INCENTIVE PLAN

(a) The purpose of the early retirement incentive plan (hereinafter called ERIP) is to create a more equal balance between the number of junior and senior teachers by facilitating the hiring of younger teachers. It is understood by both parties that the ERIP is a cost-saving device for the Board and a benefit for the teachers. A condition of ERIP is that it shall not cost the Board any money in each of the years the incentive is paid.

(b) The ERIP hereinafter outlined shall be available to teachers who meet the specified criteria for eligibility described in 10(c).

(c) Criteria for Eligibility

In order to be eligible for the ERIP, the teacher shall:

- (i) Be eligible for an unreduced pension from the Teachers' Pension Plan Board or be 50 years of age or older at the official retirement date; and
- (ii) have ten years of continuous service with the Board, including leaves of absence; and
- (iii) be at a maximum salary level in the respective category placement; and
- (iv) not use the plan to avoid being declared redundant.

11. Subject to 10(c) above, a teacher shall receive an ERIP payment in accordance with:

(a) Recall List (Replacement Teachers are hired from Recall List). During a period when there are teacher retirements and the hiring of teachers must come from the Recall List, the amount of money available for ERIP payments shall be the difference in the actual grid salaries at June 30/December 31 between the teachers participating in ERIP and the actual grid salaries of the teachers being hired from the Recall List.

or (b) New Hires (Replacement Teachers do not come from Recall List). During a period when there are teacher retirements and there are new teachers hired, the amount of money available for ERIP payments shall be the difference in the actual grid salaries paid at June 30/December 31 between the teachers participating in the ERIP and Category A1, Level 2.

- or (c) No Hires (There are no Replacement Teachers). During a period when there are teacher retirements and there are no teachers hired, but there is a Recall List which is not implemented or there is no recall list, the amount of money available for ERIP payments shall be the difference in the actual grid salaries paid at June 30/December 31 between the teacher participating in the ERIP and Category A1, Level 2.
- or (d) Combination: Recall and New Hires (Replacement Teachers come from Recall List and at large). In cases when there are retirements and there are new teachers hired in addition to teachers being hired from the Recall List, the amount of money available for ERIP payments will be calculated by using the difference in the actual grid salaries at June 30/December 31 between the teachers participating in ERIP and the actual grid salaries of the teachers being recalled from the Recall List and the difference between the actual grid salaries of the teachers participating in the ERIP and Category A1, Level 2 for each new teacher hired.

12. Payments to teachers participating in the ERIP shall be determined as follows:

The units accorded to each teacher shall be according to the following chart and the payments shall be according to the formula outlined in Item 13.

Age 50 or 85 factor to age 59	-	4 units	
Age 60			-
Age 61			-
Age 62 - 64		-	1 unit

The value of one unit shall not exceed five thousand dollars (\$5,000.00)

13. The following formula shall be used to determine payment of the ERIP for each participant:

The lesser of:

$$\begin{array}{l}
 \text{i) } \frac{\text{the number of ERIP units of the specific teacher}}{\text{Total ERIP units of all participating teachers}} \times \frac{\text{Total amount of funds available to the ERIP as per clause 11 (above)}}{\text{ERIP payment per specific teacher}}
 \end{array}$$

OR (ii) \$5,000.00 per ERIP unit

14. For teachers who teach less than full-time, the incentive, as calculated above, shall be pro-rated in accordance with the percentage of teaching time in relation to the total teaching time available in the year of application.

15. (a) Payment of the incentive shall be made on the first regular pay period in January in the calendar year following the date of retirement or as mutually agreed by the teacher and the Board.

(b) Unless otherwise elected by the teacher, payment shall be made in one lump sum. In no case shall an incentive, where paid in separate instalments, be paid in more instalments that

the number of years the teacher is removed from age 65.

16. The parties may alter the number of instalment(s) from what is specified in the Early Retirement Incentive Plan Agreement provided the teacher gives the Board reasonable notice of such intent. Only one (1) alteration of payments shall be allowed.
17. The ERIP shall be operated as follows:
 - (a) For participation in the ERIP, the teacher's application must be received by the Director of Education by April 1st for separation by December 31st or by October 1st for separation by March 31st.
 - (b) By May 1st/November 1st, the Board shall inform each applicant regarding the status of his/ her application and the amount of the incentive he/she would receive under the ERIP as of that date. This amount might vary if successful applicants withdraw from the plan before May 15th or November 25th. In such instances, the Board shall revise the amount of each incentive and inform each applicant as practicable.
 - (c) By May 15th/November 25th, the teacher must submit a letter to the Board stating his/her intent to participate in the ERIP. If the intent is to participate in the ERIP, the teacher must submit a letter of resignation at this time.
18. The incentive of a teacher who dies during the payment period specified in his/her ERIP Agreement (21) or amendments made thereto shall be paid to his/her estate.
19. A teacher who accepts an incentive shall do so on the form entitled "Early Retirement Incentive Plan Agreement."
20. Subject to continuing eligibility, a teacher who participates in the ERIP may participate in health and welfare benefits up to age 65, subject to the terms and conditions of the respective carriers of such plans, and provided the teacher reimburses the Board for full premium costs. A teacher shall indicate his/her intent to participate or not to participate in the health and welfare benefits at the time he/she applies for ERIP.
21. **Early Retirement Incentive Plan Agreement**
 - (a) This Agreement made in duplicate the _____ day of _____, 20 ____ between the Huron-Superior Catholic District School Board, hereinafter called the "Board," and _____, hereinafter called the "Teacher."
 - (b) This Agreement is made with respect to the following:
 - (i) The Teacher has elected to enter into early retirement, as provided for by a Letter of Agreement between the Board and the Local Affiliate of OECTA, the legal bargaining entity for the teachers.
 - (ii) In respect of this Agreement, the Teacher agrees to retire from employment with the Board effective _____ .

- (iii) The Board agrees to pay to the Teacher an early retirement incentive of \$ _____ as a consequence of duration of service and performance rendered.
- (iv) The aforementioned incentive shall be paid in _____ instalment(s), commencing _____, 20 _____, and continuing on the following date(s) in the following amount(s):

Date	Amount
_____	_____
_____	_____

- (v) This Agreement is subject to the Acts and Regulations applicable in the Province of Ontario.

For the Board

Teacher

Witness

_____, 20 _____
Date